

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION
CIVIL ACTION NO. 2:09-MC-3**

OWENSBORO GRAIN COMPANY, LLC

Judgment Creditor

v.

**AGREED ORDER FOR
INSTALLMENT PAYMENTS AND
STAYING GARNISHMENTS**

New Civil No. 2:09-cv-0049

AUI MANAGEMENT, LLC

Judgment Debtor

This agreed order having been tendered to the Court by all the parties to the action, Owensboro Grain Company, LLC (“Owensboro”) and AUI Management, LLC (“AUI”), the Court being otherwise duly and sufficiently advised,

IT IS ORDERED as follows:

(1) AUI shall make installment payments to Owensboro in satisfaction of the judgment entered in favor of Owensboro against AUI in the action styled *Owensboro Grain Company, LLC v. AUI Contracting, LLC, et al.*, Case No. 4:08-cv-94-JHM (W.D. Ky. filed July 21, 2008), pursuant to the Agreement Between Owensboro, AUI, And The Callahans Allowing AUI To Make Installment Payments Satisfying The Judgment (“Payment Agreement”), a copy of which is attached to this agreed order;

(2) Pursuant to TCA §26-2-218, the issuance, execution or return of any writ of garnishment against wages or salary due AUI shall be stayed during the period that AUI

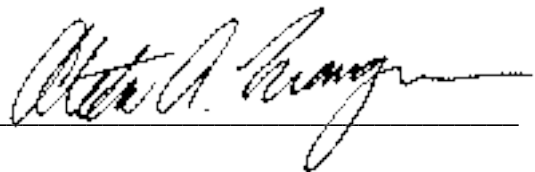
complies with the Payment Agreement and Jefferson Federal Bank is specifically authorized to permit AUI to begin drawing on its line of credit effective immediately;

(3) Pursuant to TCA §26-2-219, should AUI fail to comply with the terms of the Payment Agreement, the stay of execution by garnishment shall immediately become null and void. Further, upon the stay of execution by garnishment becoming void and the issuance and service of garnishment having taken place prior to the execution of the Payment Agreement, the lien on wages provided by this section shall have priority over all liens executed subsequent to the original date of issuance;

(4) The emergency motion filed by AUI on May 6, 2009 (Dkt. No. 1) for the Court to order installment payments and stay garnishments is denied without prejudice to renew at a later date, if necessary.

(5) The office of the clerk is directed to assign a new civil action number to this case and all future filings will bear that number.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Aleta A. Trauger", is written over a horizontal line.

THE HONORABLE ALETA A. TRAUGER

U.S. DISTRICT COURT JUDGE

Agreed to and tendered by:

s/ Griffin S. Dunham

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